HIGH COURT OF JUDICATURE CHHATTISGARH : BILASPUR

Single Bench : Hon'ble Shri S.R. Nayak, C.J.

Writ Petition No.5769 OF 2005

PETITIONER — Shiv Charan, S/o. Late Pachkouri Lal Sunkar (Scheduled Caste) aged about 42 years, R/o Dayalband, Near Sitaram Mandir, Bilaspur Tahsil and District Bilaspur (C.G.) at present Company Operated Retail Outlet (COCO) Sarangarh, Tahsil Sarangarh Distt. Raigarh (C.G.)

versus

RESPONDENT — Indian Oil Corporation Limited, Acting Through Senior Divisional Manager, "Indian Oil Bhavan" Rajiv Gandhi Marg (VIP Road) P.O. Ravigram, Telibandha, Raipur (C.G.)

Present : Mr. Manoj Kumar Sinha, learned counsel for the petitioner.
Mr. Bhishma Kinger, learned standing counsel for the Indian Oil Corporation.

ORAL ORDER
(Passed on 17th February, 2006)

For more than one reason, this writ petition is liable to be dismissed in *limine*. On an earlier occasion, the petitioner had filed Writ Petition No.3056 of 2003 assailing the validity of the notice dated 25-8-2003 issued by the management of the Indian Oil Corporation, the respondent therein, informing the petitioner herein that his request for renewal of his job contract with effect from 24-9-2003 was rejected. That writ petition was dismissed by this Court by its order dated 8-7-2005. As could be seen from para 8 of that order, the very contention, which is now urged, was also urged before the Court and that contention was negatived

by the Court. Para 8 of the order in Writ Petition No.3056 of 2003 reads as follows : -

> "It is also admitted position that COCO petrol pump in question at Sarangarh has been decided to be allotted to a person namely Dayaram Azad and he has been selected as a regular dealer. Based on the interview, the Indian Oil Corporation decided to allot the said petrol pump to Dayaram Azad. However, that selection was questioned in W.P.No.181/2004 and that writ petition has been being disposed of by a separate order. Even otherwise, as per the show cause notice issued by the respondent the petitioner was not able to achieve the targets. Since appointment letter dated 23-9-2002 envisages that the petrol pump in question was given to the petitioner on temporary basis till the appointment of regular dealer, and now, the regular dealer has already been selected, therefore, in view of this, the petitioner's petition is liable to be dismissed. Even otherwise, the petrol pump in question was given initially for a period of one year and same was mentioned in clause 5 of the agreement Annexure P-8 with the condition that it can be extended for one year more."

(2) In this writ petition also, the contention of the learned counsel for the petitioner is that by the letter issued by the respondent - Corporation dated 23-9-2002, the petitioner was informed that labour contract granted to him would continue till the appointment of regular dealer. It is true that in the above letter, marked as Annexure P-4, produced at page 25 of the material papers, it is stated that the petitioner would be running the COCO as labour contractor on temporary basis till the appointment of regular dealer by the Corporation. At this stage, it

needs to be noticed that the above letter was followed by an agreement between the parties dated 25-9-2002, a copy of which is produced at page 32 of the material papers. Clause 5 of the said agreement, in unmistakable terms, states that the agreement would be for a period of only one year from the date of the agreement, that is to say, for a period of one year with effect from 24-9-2003. The term of that agreement came to an end on 24-9-2004. Thereafterwards, the petitioner has absolutely no legal right to insist that he should be continued as the COCO labour contractor. Alternatively, it needs to be noticed that the Corporation appointed one Dayaram Azad as a COCO Contractor on regular basis. It appears that the appointment of Dayaram Azad was questioned in Writ Petition No.181/2004 and presently that dispute is carried to the Apex Court and the same is pending. That circumstance would not vest any enforceable right in the petitioner to seek mandamus to the Corporation to permit him to run the COCO as a labour contractor and the Corporation should supply the fuel as demanded by him. Since, I do not find any enforceable right in the petitioner as on today, issuance of mandamus to the Corporation would not arise. The writ petition is devoid of merit and is accordingly dismissed. No costs.

Sd/-
Chief Justice

Gopal